

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:

	Thomas E. Lyons,)	
)	
Debtor,)	
	The TvPro, LLC)	BK No.: 21-04056
)	
	Plaintiff,)	
	v.)	
)	Adversary No. :
	Thomas E. Lyons,)	
)	
	Defendant,)	

Complaint Under Section 523(a)(2)

Thomas E. Lyons, Plaintiff herein, by Mark J. Stauber, undersigned counsel, for its complaint against the Defendant, alleges as follows:

1. This is a proceeding arising in a case under title 11, namely, In re Thomas E. Lyons, Case Number 21-04056 (Chapter 7). This court has jurisdiction over this adversary proceeding pursuant to 29 U.S.C. Sec. 1334(a).
2. Plaintiff consents to entry of final orders or judgment by the bankruptcy court.
3. Defendant is the debtor in this Chapter 7 case. Plaintiff is a creditor of Defendant.
4. This is an adversary proceeding to determine the dischargeability of a debt.
5. Defendant is indebted to Plaintiff in the sum of \$6,403.00 on a debt for obtaining property by false pretenses, false representations and actual fraud as follows:
 - a. On or around March 10, 2020 Defendant Thomas E. Lyons contacted Plaintiff for the purchase and installation of two televisions at his residence at 2 S 771 Grove Lane, Warrenville, Illinois.
 - b. At the time of his contact, Thomas E. Lyons represented that his name was David Williams living at that address.

- c. Plaintiff priced and invoiced Defendant for the televisions and installation costs. A copy of the invoice is attached hereto and incorporated herein as Exhibit A.
 - d. Defendant Thomas E. Lyons provided a credit card for payment of the charges under the name of David Williams.
 - e. Plaintiff cleared the payment by credit card prior to delivery of the items.
 - f. On or about March 16, 2020 Plaintiff delivered the items to Defendant for installation.
 - g. At the time of delivery, Defendant instructed Plaintiff that he was not ready for installation and asked him to reschedule the physical installation of the product but took delivery of the items themselves.
 - h. Defendant at all times represented that his name was David Williams and that it was his credit card used for the purchase.
 - i. Subsequent to the delivery Plaintiff was informed by the credit card company that the charges had been disputed and that the card had been fraudulently used for the purchase.
 - j. Due to the fraud the charges were reversed.
 - k. Plaintiff subsequently learned that the individual who ordered the products and paid for them with a credit card that was not his own was Thomas E. Lyons.
 - l. Defendant Thomas E. Lyons was at no time authorized to use the credit card of David Williams for the purchase of the television sets despite his representations that he was David Williams and that the credit card was his own.
 - m. Plaintiff at all times reasonably relied upon Defendant's representations that his name was David Williams and that the credit card that he was using for the transaction was his.
 - n. As a result of the false statements made by the Defendant, Plaintiff was deprived of his property without payment therefore.
 - o. Therefore, Plaintiff has been damaged in the amount of \$6,403.00 due to the false and misleading conduct of the Defendant in ordering goods and using a credit card under a name that was not his own.
6. The \$6,403.00 debt owed by Defendant to Plaintiff is nondischargeable under section 523(a)(2) of the Bankruptcy Code.

WHEREFORE, Plaintiff prays that the Court determine that the debt of \$6,403.00 is nondischargeable; that Plaintiff have judgment against Defendant for \$6,403.00 and that Plaintiff have such other and further relief as is just, including reasonable costs and attorney's fees.

Respectfully submitted,

/s/ Mark J. Stauber
Mark J. Stauber, Attorney for
The TvPro, LLC

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* LTE 75%

Invoice preview

MOBILE

DESKTOP

ESTIMATE

Amount Due (USD)

\$0.00

BILL TO
David Williams
25711 Grove Lane
Warrenville, Illinois 60555
United States

617.890.7850
Prealisce@gmail.com

Invoice Number: 1798-1019
Invoice Date: March 27, 2020
Payment Due: April 11, 2020

Description Of Work	Qty	Each	Total
Samsung 82" TV 82Q70R 2019 Samsung TV	1	\$2,899.00	\$2,899.00
Samsung TV 85Q70R Samsung 85-in 2019 TV	1	\$3,100.00	\$3,100.00
Platinum TV Install TV wall mounted electrical outlet installed all cables concealed inside wall.	1	\$275.00	\$275.00
Large wall mount Large wall mount supports up to 85" TV	1	\$129.00	\$129.00

Total: \$6,403.00

Payment on March 10, 2020 using a credit card: \$6,403.00

Amount Due (USD): \$0.00

Notes / Terms
Thank you for the opportunity to complete your installation.

The TV Pro LLC



The TV Pro LLC
249 Morgan Valley Dr
Oswego, IL 60543
United States

Contact Information
630.391.3206

Customize

Send Invoice

ExA